



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD

## Introduction

This matter dealt with an application by the Tenant for a Monetary Order for the return of a security deposit.

## Issue(s) to be Decided

1. Is the Tenant entitled to the return of her security deposit and if so, how much?

## Background and Evidence

This month to month tenancy started on September 5, 2005 and ended on August 31, 2008 although the Tenant moved out on August 2, 2008. Tenant paid a security deposit of \$300.00 on or about August 15, 2005.

The Tenant said she gave the Landlords' caretaker her forwarding address in writing on July 29, 2008 together with her one month notice that she was ending the tenancy and her rent payment for August, 2008. The Tenant said she called the caretaker in September, 2008 and he told her that Landlords were on vacation and would return her security deposit when they returned later that month. The Tenant said she did not receive her security deposit back and did not give her consent in writing for the Landlords to keep it.

The Landlords said the Tenant moved out before the caretaker could do a move out condition report with her but admitted that they did not contact her to try to set one up although they had her forwarding address. The Landlords claimed that the Tenant left some damages in the rental unit and wished to offset amounts for those damages from the security deposit. The Landlords admitted that they did not apply for dispute resolution to make a claim against the security deposit and did not have the Tenant's written authorization to keep it. They claimed that there was a term in the tenancy agreement that the Tenant would have the carpets professionally cleaned at the end of the tenancy and that she did not.

## Analysis

Section 38(1) of the Act says that a Landlord must within 15 days of the later of the end of the tenancy or the date he/she receives the Tenant's forwarding address in writing either return the security deposit to the Tenant or apply for dispute resolution to make a claim against it. If a Landlord fails to do either of these things and does not have the Tenant's written authorization to keep all or part of the security deposit, then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit to the Tenant.

I find that the Landlords did not return the Tenant's deposit to her within 15 days of the end of the tenancy (August 31, 2008) and that they had her forwarding address in writing as of July 29, 2008. I also find that the Landlords did not have the Tenant's written consent to keep all or part of the security deposit and as a result, the Landlords must return double the amount of the security deposit (or \$600.00) plus accrued interest of \$10.38 to the Tenant.

### Conclusion

A monetary order in the amount of **\$610.38** has been issued to the Tenant and a copy of it must be served on the Landlords. If the Landlords do not pay the amount of the Order, it may be filed in Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.